

STATE OF INDIANA            )  
                                      ) SS:  
COUNTY OF HAMILTON    )

IN THE HAMILTON SUPERIOR COURT  
CAUSE NO. 29 D 0 1 0 7 0 7 PL 782

STATE OF INDIANA,                                 )  
  )  
                          Plaintiff,                         )  
  )  
                          v.   )  
  )  
ELLA ELAINE NETOLICKY,                         )  
individually and doing business as            )  
COMPLETE INTERIOR DESIGN                    )  
SERVICE, DESIGNS WITHIN                    )  
REACH, and INTERIORS BY                    )  
DESIGN,   )  
  )  
                          Defendant.                         )

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**COMPLAINT FOR INJUNCTION,  
RESTITUTION, COSTS, AND CIVIL PENALTIES**

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Matt Light, petitions the Court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*, for injunctive relief, consumer restitution, investigative costs, civil penalties, and other relief.

**PARTIES**

1. The Plaintiff, State of Indiana, is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c).

2. At all times relevant to this Complaint, the Defendant, Ella Elaine Netolicky, individually and doing business as Complete Interior Design Service, Designs Within Reach, and Interiors By Design, was regularly engaged in the sale of household goods, appliances, furniture,

interior design services, consumer electronics, and other items with a principal place of business in Hamilton County, located at 12123 Windpointe Pass, Carmel, Indiana 46033.

### **FACTS**

3. At least since August 26, 2004, the Defendant has engaged in transactions with Indiana residents to purchase and deliver various items for consumers and to provide interior designing services to consumers for a fee.

#### **A. Allegations Regarding Consumers Xuejun Gu and Bryan Harmon's Transactions.**

4. On or about April 17, 2005, the Defendant entered into an oral contract with Xuejun Gu (hereinafter "Gu") and Bryan Harmon (hereinafter "Harmon") of Carmel, Indiana, wherein the Defendant represented she would purchase kitchen appliances and deliver them to Gu and Harmon by October 31, 2005 for a total price of Six Thousand Thirty-Five Dollars and Seventy Cents (\$6,035.70).

5. On or about April 17, 2005, Gu and Harmon paid Six Thousand Thirty-Five Dollars and Seventy Cents (\$6,035.70) to Defendant pursuant to the contract referenced in paragraph four (4).

6. Prior to forming the contract referenced in paragraph four (4), the Defendant represented to Gu and Harmon that she was able to obtain a price advantage on the appliances due to her status as an interior designer and special arrangements she had with retail stores, distributors, and manufacturers.

7. On or about May 14, 2005, Gu and Harmon and the Defendant orally amended the contract referred to in paragraph four (4) to add additional and/or higher quality appliances for an additional charge of One Thousand One Hundred Thirty Dollars (\$1,130.00).

8. On or about May 14, 2005, Gu and Harmon paid One Thousand One Hundred Thirty Dollars (\$1,130.00) to the Defendant pursuant to the contract amendment referenced in paragraph seven (7).

9. On or about October 29, 2005, Gu and Harmon paid Three Hundred Forty-Seven Dollars (\$347.00) to the Defendant to purchase an appliance warranty.

10. On or about October 30, 2005, the Defendant entered into an oral contract with Gu and Harmon wherein the Defendant represented she would purchase a used car and deliver it to Gu and Harmon by November 12, 2005 for Five Thousand Dollars (\$5,000.00).

11. On or about October 30, 2005, Gu and Harmon paid Five Thousand Dollars (\$5,000.00) to the Defendant pursuant to the contract referred to in paragraph ten (10).

12. At the time the contract referenced in paragraph ten (10) was formed, the Defendant represented to Gu and Harmon that she was able to obtain a price advantage on a used car because her husband worked at a car auction.

13. On or about December 12, 2005, Defendant's agent, Patsy Ferrara, gave a check in the amount of Five Thousand Five Hundred Fourteen Dollars and Seventy Cents (\$5,514.71) to Gu and Harmon and represented that it was a refund from the Defendant. The check was returned for insufficient funds when Gu and Harmon attempted to deposit it.

14. Defendant has failed to deliver the appliances referenced in paragraphs four (4) and seven (7) or the car referenced in paragraph ten (10) and has failed to provide a refund to Gu and Harmon.

**B. Allegations Regarding Consumer Xiang Yang Lin's Transaction.**

15. On or about July 15, 2005, the Defendant entered into an oral contract with Xiang Yang Lin (hereinafter "Lin") of Muncie, Indiana, wherein the Defendant represented she would obtain a dining set and table tennis set and deliver it to Lin by November 4, 2005 for a total price of Three Thousand Four Hundred Sixteen Dollars and Ninety-Nine Cents (\$3,416.99).

16. On or about July 15, 2005, Lin paid Three Thousand Four Hundred Sixteen Dollars and Ninety-Nine Cents (\$3,416.99) to the Defendant pursuant to the contract referred to in paragraph fifteen (15).

17. On or about August 2, 2005, the Defendant entered into another oral contract with Lin wherein the Defendant represented that she would obtain an office furniture set and deliver it to Lin by November 4, 2005, for a total price of One Thousand Seven Hundred Seventy-Six Dollars (\$1,776.00).

18. On or about August 2, 2005, Lin paid One Thousand Seven Hundred Seventy-Six Dollars (\$1,776.00) to the Defendant pursuant to the contract referred to in paragraph seventeen (17).

19. On or about August 25, 2005, Defendant entered into an additional oral contract with Lin wherein the Defendant represented she would obtain living room furniture and deliver it to Lin by November 4, 2005 for a total price of Three Thousand Eight Hundred Seventy-One Dollars and Forty-One Cents (\$3,871.41).

20. On or about August 25, 2005, Lin paid Three Thousand Eight Hundred Seventy-One Dollars and Forty-One Cents (\$3,871.41) to the Defendant pursuant to the contract referred to in paragraph nineteen (19).

21. Prior to forming the agreements referenced in paragraphs fifteen (15), seventeen (17), and nineteen (19), the Defendant represented to Lin that she could obtain price advantages on furniture, home furnishings, and other items because of her status as an interior designer and special arrangements she had with retail stores, distributors, and manufacturers.

22. In September 2005, the Defendant delivered the table tennis set to Lin pursuant to the contract referenced in paragraph fifteen (15). The table tennis set represented Two Hundred Ninety-Nine Dollars and Ninety-Nine Cents (\$299.99) of the total contract price.

23. The Defendants has failed deliver the remainder of the items referred to in paragraphs fifteen (15), seventeen (17), and nineteen (19) and has failed to provide a refund to Lin.

**C. Allegations Regarding Consumer Thomas Wozniak's Transaction.**

24. On or about July 2, 2005, the Defendant entered into a contract with Thomas and Kristi Wozniak (hereinafter "Wozniak") of Carmel, Indiana, wherein the Defendant represented that she would purchase a dining room set and deliver it to Wozniak by October 31, 2005 for Nineteen Thousand Dollars (\$19,000.00).

25. On or about July 2, 2005, Wozniak paid Nineteen Thousand Dollars (\$19,000.00) by check to Patsy Ferrara, Defendant's agent, pursuant to the contract referred to in paragraph twenty-four (24).

26. On or about July 29, 2005, Defendant and Wozniak orally amended the contract referred to in paragraph twenty-four (24) to upgrade the fabric in the dining room set for an additional price of Two Thousand Twenty-Eight Dollars (\$2,028).

27. On or about July 29, 2005, Wozniak paid Two Thousand Twenty-Eight Dollars (\$2,028) by check to the Defendant's agent, Patsy Ferrara, pursuant to the amendment referenced in paragraph twenty-six (26).

28. Defendant represented at the time of sale she was able to obtain a price advantage on the dining room set because of a special arrangement she had with Henredon Furniture Corporation.

29. On our about February 7, 2006, the Defendant paid Five Thousand Dollars (\$5,000.00) to John Newkirk Enterprises Inc. as a partial refund to Wozniak. Defendant's payment was applied as a deposit to a purchase Wozniak made from John Newkirk Enterprises Inc.

30. The Defendant has failed to deliver the dining room set or provide a complete refund to Wozniak.

**D. Allegations Regarding Consumer Craig Smythe's Transaction.**

31. On or about October 12, 2005, the Defendant entered into a contract with Craig Smythe (hereinafter "Smythe") of Carmel, Indiana, wherein the Defendant represented she would obtain and deliver ten (10) "iPods" to him for a total price of One Thousand Two Hundred Fifty Dollars (\$1,250.00). A true and correct copy of Defendant's October 12, 2005 contract with Smythe, redacted to remove personal information, is attached and incorporated by reference as Exhibit "A."

32. On or about October 12, 2005, Smythe paid One Thousand Two Hundred Fifty Dollars (\$1,250.00) to the Defendant pursuant to the contract referenced in paragraph thirty-one (31).

33. At the time the contract referenced in paragraph thirty-one (31) was formed, the Defendant represented that she would deliver the iPods to Smythe by December 24, 2005.

34. At the time the contract referenced in paragraph thirty-one (31) was formed, the Defendant represented that she was able to get a price advantage on the iPods due to special arrangements she had with retail stores, distributors, and manufacturers.

35. The Defendant has failed to deliver the iPods or provide a refund to Smythe.

**E. Allegations Regarding Consumer Xiaodong Peng and Ping Wang's Transaction.**

36. On or about October 24, 2005, the Defendant entered into an oral contract with Xiaodong Peng (hereinafter "Peng") and Ping Wang (hereinafter ("Wang")) of Westfield, Indiana, wherein the Defendant represented she would obtain a bedroom set and deliver it to Peng and Wang by December 5, 2005 for a total price of Three Thousand and Eighty Dollars (\$3,080.00).

37. On or about October 24, 2005, Peng and Wang paid Three Thousand Eighty Dollars (\$3,080.00) to the Defendant pursuant to the contract referenced in paragraph thirty-six (36).

38. On or about December 30, 2005, the Defendant entered into an additional contract with Peng and Wang, wherein the Defendant represented that she would obtain a second bedroom set and deliver it to them by April 7, 2006 for a total price of Four Thousand Two Hundred Thirty-Five Dollars (\$4,235.00).

39. On or about December 30, 2005, Peng and Wang paid Four Thousand Two Hundred Thirty-Five Dollars (\$4,235.00) to Defendant pursuant to the contract referenced in paragraph thirty-eight (38).

40. At the time the contracts referenced in paragraph thirty-six (36) and thirty-eight (38) were formed, the Defendant represented that she was able to get a price advantage on the bedroom sets due to her status as an interior designer and special arrangements she had with retail stores, distributors, and manufacturers.

41. On or about May 12, 2006, the Defendant contacted Peng and Wang and promised to send them periodic refund payments at a rate of One Thousand Dollars (\$1,000.00) per week through her attorney.

42. The Defendant has failed to deliver the bedroom sets or provide a refund to Peng and Wang.

**F. Allegations Regarding Consumer Ke Yun Qing's Transaction.**

43. On or about October 26, 2005, the Defendant entered into a contract with Ke Yun Qing (hereinafter "Qing") of Carmel, Indiana, wherein the Defendant represented that she would purchase a television and television stand and deliver it to Qing by November 24, 2005 for a total price of One Thousand Eight Hundred Fifty-Five Dollars (\$1,855.00). A true and correct copy of Defendant's October 26, 2005 contract with Qing is attached and incorporated by reference as Exhibit "B."

44. On or about October 26, 2005, Qing paid One Thousand Eight Hundred Fifty-Five Dollars (\$1,855.00) to the Defendant under the contract referenced in paragraph forty-three (43).

45. On or about December 2, 2005, Qing received a television stand from the Defendant under the contract referenced in paragraph forty-three (43). The television stand



represented One Hundred Ninety-Eight Dollars and Seventy-Five Cents (\$198.75) of the total contract price.

46. On or about December 3, 2005, the Defendant and Qing amended the contract referenced in paragraph forty-three (43) to provide that, instead of purchasing and delivering a television for Qing, the Defendant would purchase home furniture from Ashley Furniture Homestore and deliver it to Qing within two (2) months for a total price of Two Thousand Four Hundred Fifty-Five Dollars and Eighty-Two Cents (\$2,455.82). A true and correct copy of Defendant's December 3, 2005 contract with Qing, redacted to remove personal information, is attached and incorporated by reference as Exhibit "C."

47. As Qing still had a credit balance of One Thousand Six Hundred Fifty-Six Dollars and Twenty-Five Cents (\$1,656.25) with Defendant, Qing paid an additional Seven Hundred Ninety-Nine Dollars and Fifty-Seven Cents (\$799.57) to the Defendant on or about December 3, 2005 pursuant to the contract amendment referenced in paragraph forty-six (46).

48. At the time the contract referenced in paragraph forty-three (43) and the amendment referenced in paragraph forty-six (46) were formed, the Defendant represented that she was able to get a price advantage on televisions and furniture due to her status as an interior designer and special arrangements she had with retail stores, distributors, and manufacturers.

49. In early February 2006, Qing contacted the Defendant to check on the status of the transaction. Defendant told Qing that the furniture had already been ordered and that delivery would take place within the month.

50. On or about March 17, 2006, Defendant placed a furniture order with Ashley Furniture Homestore for the items described in the contract referenced in paragraph forty-six (46).

51. On or about March 20, 2006, Defendant cancelled the order referenced in paragraph forty-eight (48) and reclaimed the money.

52. On or about March 28, 2006, Defendant gave Qing a refund check for One Thousand Five Hundred Seventy-Five Dollars (\$1,575.00) and promised to refund the remainder on the next day.

53. Defendant has failed to deliver any furniture or provide the remainder of the refund to Qing.

**G. Allegations Regarding Consumer Jia Du's Transaction.**

54. On or about November 1, 2005, the Defendant entered into an oral contract with Jia Du (hereinafter "Du") of Carmel, Indiana, through Du's agent, Xiao-Yang Liu (hereinafter "Liu"), wherein the Defendant represented that she would obtain and deliver five (5) forty-two (42)-inch Panasonic plasma televisions to Du by November 24, 2005 for a total price of Four Thousand Nine Hundred Ninety-Nine Dollars and Ninety-Five Cents (\$4,999.95).

55. On or about November 5, 2005, Du paid Four Thousand Nine Hundred Ninety-Nine Dollars and Ninety-Five Cents (\$4,999.95) to the Defendant pursuant to the contract referred to in paragraph fifty-four (54).

56. At the time the contract referenced in paragraph fifty-four (54) was formed, the Defendant represented that she was able to get a price advantage on televisions due to special arrangements she had with retail stores, distributors, and manufacturers.

57. On or about January 31, 2006, Defendant refunded One Thousand Dollars (\$1,000.00) to Du's agent, Liu. The Defendant promised to refund the remainder at a later date.

58. The Defendant has failed to deliver the televisions or provide the remainder of the refund to Du.

**H. Allegations Regarding Consumer Chenzhong Kuang's Transaction.**

59. On or about December 27, 2005, the Defendant entered into an oral contract with Chenzhong Kuang (hereinafter "Kuang") of Carmel, Indiana, wherein the Defendant represented that she would obtain a home entertainment system and a television and deliver it to Kuang by January 13, 2006 for a total price of Two Thousand Ninety-Three Dollars (\$2,093.00).

60. On or about December 27, 2005 Kuang paid Two Thousand Ninety-Three Dollars (\$2,093.00) to the Defendant pursuant to the contract referenced in paragraph fifty-nine (59).

61. At the time the contract referenced in paragraph fifty-nine (59) was formed, the Defendant represented that she was able to get a price advantage on home entertainment system and television because of a friendship and special arrangement with a large shareholder of H.H. Gregg, the company from which she was purchasing the items.

62. On or about March 26, 2006, the Defendant refunded Eight Hundred Dollars (\$800.00) to Kuang and promised to refund the remainder on March 30, 2006.

63. On or about March 30, 2006, the Defendant refunded One Hundred Dollars (\$100.00) to Kuang and promised to give Kuang an additional Five Hundred Dollars (\$500.00) if she did not refund the remaining One Thousand One Hundred Ninety-Three Dollars (\$1,193.00) Kuang had paid to her by April 6, 2006.

64. The Defendant has failed to deliver the products or provide a complete refund to Kuang.

**I. Allegations Regarding Consumer Ting Gui Yin's Transaction.**

65. On or about January 7, 2006, the Defendant entered into a contract with Ting Gui Yin (hereinafter "Yin") of Carmel, Indiana, wherein the Defendant represented she would purchase a home entertainment speaker system for a total price of Two Thousand Fifty-Two Dollars and Thirty-Seven Cents (\$2,052.37). A true and correct copy of Defendant's January 7, 2006 contract with Yin, redacted to remove personal information, is attached and incorporated by reference as Exhibit "D."

66. On or about January 7, 2006, Yin paid Two Thousand Fifty-Two Dollars and Thirty-Seven Cents (\$2,052.37) to the Defendant pursuant to the contract referenced in paragraph sixty-five (65).

67. On or about January 9, 2006, the Defendant entered into a contract with Yin wherein the Defendant represented she would purchase receivers for a home entertainment system for a total price of Five Hundred Ninety-Nine Dollars (\$599.00). A true and correct copy of Defendant's January 9, 2006 contract with Yin, redacted to remove personal information, is attached and incorporated by reference as Exhibit "E."

68. On or about January 9, 2006, Yin paid Five Hundred Ninety-Nine Dollars (\$599.00) to the Defendant pursuant to the contract referenced in paragraph sixty-seven (67).

69. At the time the contracts referenced in paragraphs sixty-five (65) and sixty-seven (67) were formed, the Defendant represented that she would deliver the items to Yin by February 7, 2006.

70. At the time the contract referenced in paragraphs sixty-five (65) and sixty-seven (67) were formed, the Defendant represented that she was able to get a price advantage on the

items due to her status as an interior designer and special arrangements she had with retail stores, distributors, and manufacturers.

71. The Defendant has failed to deliver the speaker systems or receivers or provide a refund to Yin.

**J. Allegations Regarding Consumer Yan Ma's Transaction.**

72. On or about March 20, 2006, the Defendant entered into a contract with Yan Ma (hereinafter "Ma") of Fishers, Indiana, wherein the Defendant represented she would purchase a Toyota Rav-4 Limited Edition automobile and deliver it to Ma for a total price of Eighteen Thousand Five Hundred Dollars (\$18,500.00). A true and correct copy of Defendant's March 20, 2006 contract with Ma, redacted to remove personal information, is attached and incorporated by reference as Exhibit "F."

73. On or about March 20, 2006, Ma paid Twelve Thousand Dollars (\$12,000.00) to the Defendant pursuant to the contract referenced in paragraph seventy-two (72).

74. On or about March 26, 2006, Ma paid Six Thousand Five Hundred Dollars (\$6,500.00) to the Defendant pursuant to the contract referenced in paragraph seventy-two (72).

75. At the time the contract referenced in paragraph seventy-two (72) was formed, the Defendant represented that she was able to get a price advantage on automobiles because her husband worked at a car auction.

76. Pursuant to Ind. Code § 24-5-0.5-3(10), the Defendant is presumed to have represented at the time of a consumer transaction that delivery would take place within a reasonable amount of time.

77. On or about May 6, 2006, the Defendant provided a full refund of Eighteen Thousand Five Hundred Dollars (\$18,500.00) to Ma.

78. Defendant failed to complete the subject of the consumer transaction referenced in paragraph seventy-two (72).

**K. Allegations Regarding Consumer Patty Henrichs' Transaction.**

79. On or about April 17, 2006, the Defendant entered into an oral contract with Patty Henrichs (hereinafter "Henrichs") of Indianapolis, Indiana, wherein the Defendant represented that she would purchase a sofa and deliver it to Henrichs for a total price of Three Thousand Three Hundred Seventy-Four Dollars and Fifteen Cents (\$3,374.15).

80. On or about April 17, 2006, Henrichs paid Three Thousand Three Hundred Seventy-Four Dollars and Fifteen Cents (\$3,374.15) to Defendant pursuant to the contract referenced in paragraph seventy-nine (79).

81. On or about April 26, 2006, the Defendant entered into an oral contract with Henrichs wherein the Defendant represented that she would purchase various home furnishings and deliver them to Henrichs for a total price of Nine Hundred Ninety-Two Dollars and Ninety-Nine Cents (\$992.99)

82. On or about April 26, 2006, Henrichs paid Nine Hundred Ninety-Two Dollars and Ninety-Nine Cents (\$992.99) to Defendant pursuant to the contract referenced in eighty-one (81).

83. On or about May 7, 2006, the Defendant entered into an oral contract with Henrichs wherein the Defendant represented she would purchase windows, a chandelier, and various home furnishings for Henrichs for a total price of Two Thousand One Hundred Seventy-Nine Dollars (\$2,179.00).

84. On or about May 7, 2006, Henrichs paid Two Thousand One Hundred Seventy-Nine Dollars (\$2,179.00) to Defendant pursuant to the contract referenced in paragraph eighty-three (83).

85. On or about May 24, 2006, Henrichs and Defendant amended the contract referenced in paragraph eighty-three (83) to provide that Defendant would have the windows shipped and installed for a total price of One Hundred Ninety-Three Dollars (\$193.00).

86. On or about May 24, 2006, Henrichs paid One Hundred Ninety-Three Dollars (\$193.00) to the Defendant pursuant to the contract amendment referenced in paragraph eighty-five (85).

87. At the time the contracts referred to in paragraphs seventy-nine (79), eighty-one (81), and eighty-three (83) were formed, the Defendant represented to Henrichs that she was able to obtain a lower price on the items due to her status as an interior designer and special arrangements she had with retail stores, distributors, and manufacturers.

88. Pursuant to Ind. Code § 24-5-0.5-3(10), the Defendant is presumed to have represented to Henrichs that she would complete delivery of the subject of the transactions in a reasonable amount of time.

89. The Defendant has failed to deliver any furnishings or provide a refund to Henrichs.

#### **COUNT I - VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT**

90. The transactions identified in paragraphs 4, 7, 9, 10, 15, 17, 19, 24, 26, 31, 36, 38, 43, 46, 54, 59, 65, 67, 72, 79, 81, 83, and 85 are “consumer transactions” as defined by Ind. Code § 24-5-0.5-2(1).

91. The Defendant is a “supplier” as defined in Ind. Code § 24-5-0.5-2(3).

92. By representing to consumers that she would obtain and deliver various items to consumers as referenced in paragraphs 4, 7, 9, 10, 15, 17, 19, 24, 26, 31, 36, 38, 43, 46, 54, 59, 65, 67, 72, 79, 81, 83, and 85 when the Defendant knew or reasonably should have known the consumers would not receive any such benefit, the Defendant misrepresented the characteristics, benefits, and uses of the transaction in violation of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

93. By representing to consumers that specific price advantages existed with respect to the transactions, as referenced in paragraphs 6, 12, 21, 28, 34, 40, 48, 56, 61, 69, 75, and 87, when they did not exist and the supplier knew or reasonably should have known that they did not exist, the Defendant violated the Indiana Deceptive Consumer Sales Act, Inc. Code § 24-5-0.5-3(a)(6).

94. By representing to consumers that she would provide refunds to the consumers, as referenced in paragraphs 13, 41, 52, 57, 62, and 63, when the Defendants knew or reasonably should have known that refunds would not be issued, the Defendant misrepresented the characteristics and benefits of the transactions in violation of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

95. By representing expressly or by implication that she would deliver the items or otherwise complete the subject matters of the consumer transactions within a stated period of time or within a reasonable period of time, as referenced in paragraphs 4, 10, 15, 17, 19, 24, 33, 36, 38, 43, 46, 54, 59, 65, 76, and 88, when the Defendant knew or reasonably should have known they would not be so completed, the Defendant violated the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(10).



96. By representing to Qing that she had ordered the items included in the contract referenced in paragraph forty-six (46), as set forth in paragraph forty-nine (49), when in fact she had not placed the order, the Defendant misrepresented the characteristics of the transaction in violation of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

**COUNT II – KNOWING AND INTENTIONAL VIOLATIONS  
OF THE DECEPTIVE CONSUMER SALES ACT**

97. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs one (1) through ninety-six (96), above.

98. The violations misrepresentations and deceptive acts set forth above were committed by the Defendant with knowledge and intent to deceive.

**RELIEF**

**WHEREFORE**, Plaintiff, State of Indiana, requests that the Court enter judgment against the Defendant, Ella Elaine Netolicky, for a permanent injunction pursuant to Ind. Code § 24-5-0.5-4(c)(1), enjoining the Defendant from the following:

- a. representing, expressly or by implication, the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have, which the Defendant knows or reasonably should know it does not have;
- b. representing, expressly or by implication, that a specific price advantage exists as to the subject of the consumer transaction, if the representation is false and the Defendant knows or reasonably should know the representation is false;

- c. representing, expressly or by implication, that the Defendant is able to deliver or complete the subject of a consumer transaction within a stated period or time or within a reasonable period of time, when the Defendant knows or reasonably should know that the transaction cannot be so completed.

**AND WHEREFORE**, the Plaintiff, State of Indiana, further requests the Court enter judgment against the Defendant for the following relief:

- a. cancellation of the Defendant's unlawful contracts with consumers, including, but not limited to, the persons identified in paragraphs 4, 15, 24, 31, 36, 43, 54, 59, 65, 72, and 79, pursuant to Ind. Code § 24-5-0.5-4(d).
- b. costs, pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;
- c. consumer restitution on behalf of Xuejun Gu and Bryan Harmon in the amount of Twelve Thousand Five Hundred Twelve Dollars and Seventy Cents (\$12,512.70), pursuant to Ind. Code § 24-5-0.5-4(c)(2);
- d. consumer restitution on behalf of Xiang Yang Lin in the amount of Eight Thousand Seven Hundred Sixty-Four Dollars and Forty-One Cents (\$8,764.41), pursuant to Ind. Code § 24-5-0.5-4(c)(2);
- e. consumer restitution on behalf of Thomas and Kristi Wozniak in the amount of Sixteen Thousand Twenty-Eight Dollars (\$16,028.00), pursuant to Ind. Code § 24-5-0.5-4(c)(2);

- f. consumer restitution on behalf of Craig Smythe in the amount of One Thousand Two Hundred Fifty Dollars (\$1,250.00), pursuant to Ind. Code § 24-5-0.5-4(c)(2);
- g. consumer restitution on behalf of Xiaodong Peng and Ping Wang in the amount of Seven Thousand Three Hundred Fifteen Dollars (\$7,315.00), pursuant to Ind. Code § 24-5-0.5-4(c)(2);
- h. consumer restitution on behalf of Ke Yun Qing in the amount of Eight Hundred Eighty Dollars and Eighty-Two Cents (\$880.82), pursuant to Ind. Code § 24-5-0.5-4(c)(2);
- i. consumer restitution on behalf of Jia Du in the amount of Three Thousand Nine Hundred Ninety-Nine Dollars and Ninety-Five Cents (\$3,999.95), pursuant to Ind. Code § 24-5-0.5-4(c)(2);
- j. consumer restitution on behalf of Chenzhong Kuang in the amount of One Thousand One Hundred Ninety-Three Dollars (\$1,193.00), pursuant to Ind. Code § 24-5-0.5-4(c)(2);
- k. consumer restitution on behalf of Ting Gui Yin in the amount of Two Thousand Six Hundred Fifty-One Dollars and Thirty-Seven Cents (\$2,651.37), pursuant to Ind. Code § 24-5-0.5-4(c)(2);
- l. consumer restitution on behalf of Patty Henrichs in the amount of Six Thousand Seven Hundred Thirty-Nine Dollars and Fourteen Cents (\$6,739.14), pursuant to Ind. Code § 24-5-0.5-4(c)(2);
- m. on Count II of the Plaintiff's complaint, civil penalties, pursuant to Ind. Code § 24-5-0.5-4(g), for the Defendants' knowing violations of the

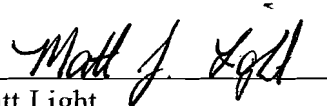
Deceptive Consumer Sales Act, in the amount of Five Thousand Dollars (\$5,000.00) per violation, payable to the State of Indiana;

- n. on Count II of the Plaintiff's complaint, civil penalties, pursuant to Ind. Code § 24-5-0.5-8, for the Defendants' intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana; and
- o. all other just and proper relief.

Respectfully submitted,

STEVE CARTER  
Indiana Attorney General  
Atty. No. 4150-64

By:

  
Matt Light  
Deputy Attorney General  
Atty. No. 25680-83

Office of Attorney General  
Indiana Government Center South  
302 W. Washington Street, 5th Floor  
Indianapolis, IN 46204  
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557098

## STATEMENT

DATE

Oct 12, 2015

Paid in full

TO Mr. C. R. Smyth

Zionsville In 46077

WAXCOUNTEY IN

Designed by Elaine - Elaine Netold

12/23

Luna Porite Pass

Carmel In 46033 (3rd 590-1590)

TEN

IPOD NANO

EACH

\$25.00

1000 Songs - KIT

Four GB - Directions

Package never opened,  
or FULL Refund  
extended by Elaine

Nine

WHITE

One

BLACK

Will deliver all items to  
above addresses

Paid in Full

Elaine Netold

Elaine Netold

Fee waived By Elaine

\$1,250.00

DCS812

Blumberg No. 519

STATE'S  
EXHIBIT

A

RECEIPT

*Kayman Qig*

DATE	<i>Oct 26, 2005</i>	No.	<i>145940</i>
FROM	<i>Toshiba 46" DLP</i>		
	<i>46" H.M. 95</i>		
	<i>1,600 and Stand - ST 46LS</i>		
	DOLLARS		
FOR RENT	<i>\$150.00 + tax \$105.00</i>		
FOR			
ACCT	<i>cash</i>	FROM	<i>Elaine Haddley</i>
PAID	<i>by</i>	CHECK	
DUE	<i>by</i>	MONEY ORDER	<i>Pat Full</i>

*copy 1a*

Clon Eagle group - Ash/Kay's

315450

Free Delivery ASAP  
 Glen Eagle Ash/Kay's  
 \$2,455.82

CUSTOMER'S ORDER NO.		DATE	
EA		12/3/2005	
NAME Keyan Wing			
ADDRESS [Redacted] Carmel, IN 46032			
CITY, STATE, ZIP			
SOLD BY CASH C.O.D. CHARGE ON ACCT. MOSE. RET. PAID OFF			
1 (B337-99) KG/CK PSTR			
QUAN.	DESCRIPTION	PRICE	AMOUNT
1	2 B337-93 (2 DWR)		227.99
2	night stand in bag cherry		227.99
3	1 B337-66 KG/CK		
4	PSTR FTBD Cherry		326.92
5	1 B337-68 KG/CK		
6	PSTR HDBD Cherry		250.00
7	1 B337-46 chest		
8	in bag cherry		459.63
9	2 H217-25 B (F/E/B)		
10	Brown Cherry		300.43
11	2 217-25T (open Hatch) Brown Cherry		176.32
12	2 217-6 Round End-table		264.42
RECEIVED BY Kay Cherry		3,154.82	

KEEP THIS SLIP FOR REFERENCE

Paula Full-Elmer 12/4/05

copy 3a



211411

30%

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE	
		S.J. 1237		11/6	
NAME Tinggui Yin					
ADDRESS [REDACTED]					
CITY, STATE, ZIP Carmel, IN 46032					
SOLD BY		CASH	C.O.D.	CHARGE	ON ACCT.
E. M. [REDACTED]				Peter Felt	
QUANTITY	DESCRIPTION			PRICE	AMOUNT
1	PRD MONI 14-BLK			792.00	
2	PRD CC370V4-BLK			273.80	
3	PRD ADP370V4-B			524.80	
4	PRD PDR12V3			345.60	
5					
6					
7					
8	WITH TAX				
9					1205.20
10					
11					
12					
13	James Chang - 0 inform & print				
14	chart & tapes				
15	to be returned				
16	Peter Felt				
17					
18	Will pick up items				
19					
20	E. M. [REDACTED]				

5605 KEEP THIS SLIP FOR REFERENCE

STATE'S EXHIBIT  
D



411568

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE <i>4/6</i>	
NAME <i>Lingwei Xian</i>					
ADDRESS [REDACTED]					
CITY, STATE, ZIP <i>Carmel, IN 46032</i>					
SOLD BY <i>[Signature]</i>		CASH	C.O.D.	CHARGE	ON ACCT.
					MOSE RETD
				PAID OUT	
QUANTITY	DESCRIPTION	PRICE	AMOUNT		
1	<i>Yamaha 930 W</i>		<i>599.00</i>		
2	<i>7, 1 Ch. X Satellite</i>				
3	<i>Radio key make HTR</i>		<i>5990</i>		
<i>may pick up at</i>					
<i>Store (Carmel</i>					
<i>Location)</i>					
<i>[Signature] full, including tax.</i>					
PAID BY					

KEEP THIS SLIP FOR REFERENCE

Blumberg No. 5136

STATE'S  
EXHIBIT

E

## PROPOSAL

COPY

SHEET NO.

DATE

3/2/6

## PROPOSAL SUBMITTED TO:

NAME	Elaine Detrick
ADDRESS	12123 Windpointe Pass Carmel CA 96033
PHONE NO.	(317) 580-1596

## WORK TO BE PERFORMED AT:

ADDRESS	KE WEI & YAN MA
DATE OF PLANS	Fishers IN #6037
ARCHITECT	

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Pacific Blue Metallic (ASH interior)

Limited edition, 2006 Model

Invoice stated \$20,000. 6 CD Changers,  
ALUMINUM WHEELS, SUN-ROOF, Flood light in  
front - Climate Control. Offer of \$18,500.00  
Accepted. Climate knows he will pay too. Dealer  
Toyota will be their Headquarters - where all money  
will be paid.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work, and completed in a substantial workmanlike manner for the sum of

Dollars (\$

with payments to be made as follows:

IF for any reason climate should find  
something else - whatever... full refund will be extended by  
Elaine Detrick

Respectfully submitted

Per

Any alteration or deviation from above specifications involving extra costs  
will be executed only upon written order and will become an extra charge  
over and above the estimate. All agreements contingent upon strikes, ac-  
cidents, or delays beyond our control.

Note - This proposal may be withdrawn  
by us if not accepted within \_\_\_\_ days.

## ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work  
as specified. Payments will be made as outlined above.

Date

March 20, 2006

Signature

Signature

Ejan me

KE WEI &amp; YAN MA

PROPOSAL

STATE'S  
EXHIBIT

F